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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

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UNITED STATES OF AMERICA : **CRIMINAL COMPLAINT**  
v. :  
RAYMOND O'GRADY : Mag. No. 05-

I, the undersigned complainant, being duly sworn, state that the following is true and correct to the best of my knowledge and belief. From in or about August 2004 through in or about February 2005, in Monmouth County, in the District of New Jersey, and elsewhere, defendant RAYMOND O'GRADY did:

knowingly and willfully attempt to obstruct, delay, and affect interstate commerce by extortion under color of official right, by soliciting and accepting a corrupt payment that was paid by another, with his consent

in violation of Title 18, United States Code, Sections 1951(a) and 2.

I further state that I am a Special Agent with the Federal Bureau of Investigation, and that this complaint is based on the following facts:

SEE ATTACHMENT A

continued on the attached page and made a part hereof.

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Mark P. Calnan, Special Agent  
Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,

February 18, 2005, at Newark, New Jersey

HONORABLE SUSAN D. WIGENTON  
UNITED STATES MAGISTRATE JUDGE

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Signature of Judicial Officer

### Attachment A

I, Mark P. Calnan, a Special Agent with the Federal Bureau of Investigation ("FBI"), following an investigation and discussions with other law enforcement officers, am aware of the following facts. Because this Attachment A is submitted for the limited purpose of establishing probable cause, I have not included herein the details of every aspect of this investigation. Nor have I recounted every conversation involving the defendant.

1. Defendant RAYMOND O'GRADY is a Township Committeeman in the Township of Middletown, New Jersey and held that position at all times relevant to this Complaint. He is also the Director of the Central Motor Pool for Monmouth County and a former mayor of Middletown.

2. At all times relevant to this Complaint, two law enforcement officers acting in an undercover capacity (the "UCs") held themselves out as employees of a company involved in construction work and illegal loansharking. As represented by the UCs, their construction operation was located primarily in the State of Florida, with the company's construction equipment being maintained in Florida and Alabama.

3. On or about August 25, 2004, a Monmouth County public official ("Official-1") met with the UCs and informed them, in substance and in part, that defendant RAYMOND O'GRADY was soon to become Mayor in Middletown and that defendant O'GRADY was well-connected politically. (Official-1 was not cooperating with law enforcement authorities and was not aware that the UCs were law enforcement officers). Official-1 indicated that defendant O'GRADY would steer public contracts to the UCs if the UCs gave defendant O'GRADY a personal financial incentive to do so. This conversation was recorded with the consent of the UCs.

4. In subsequent conversations with the UCs, Official-1 made reference to cash bribe payments that defendant RAYMOND O'GRADY had received from a trucking contractor. Official-1 made clear that Official-1 himself was a participant in that illegal conduct, as he was the intermediary through whom payments were passed. Official-1 counseled the UCs concerning making their payment to defendant O'GRADY. For example, he advised them about the amount of cash that they should offer defendant, explaining, "I know what the other guys give." When the UCs expressed concern about defendant O'GRADY talking to others about the UCs paying him, Official-1 assured them, "He ain't gonna tell anyone."

5. On or about October 15, 2004, the UCs met with defendant RAYMOND O'GRADY at a restaurant in Freehold, New Jersey and recorded the conversation. Defendant O'GRADY and the UCs discussed, in substance and in part, defendant O'GRADY obtaining

a payment from the UCs in exchange for defendant securing public contracts for their company. The UCs explained that their boss "knows that you're influential . . . and he knows that . . . in January, you're gonna become the mayor . . ., have a lot of influence. And he knows you're gonna look out for our best interest." Defendant O'GRADY responded, "I could possibly help you out." The UCs therefore proposed, "Next week, stop by the office, [we'll] give you a little early Christmas gift or whatever . . . . Do whatever you want with it. . . . You know, show the boss's appreciation." Defendant O'GRADY responded, "Sure . . . okay." This conversation was recorded by the UCs.

6. At one point in that same October 15 conversation, defendant RAYMOND O'GRADY bragged that he "could smell a cop a mile away." The UCs responded, "We need you. . . . We need you like those dogs that go through luggage." Defendant O'GRADY then proceeded to give his advice on the subject, explaining, "Well, I don't talk in the open. I don't talk to anybody. You don't do stupid things. . . . Don't take fucking notes . . . [and] I don't talk about things on the phone."

7. On or about October 21, 2004, at the UCs purported business office in Neptune, New Jersey, the UCs again met with defendant RAYMOND O'GRADY. During the meeting, which was consensually recorded with audio and video recording devices, defendant O'GRADY accepted a \$1,000 cash payment from one of the UCs in exchange for securing for the UCs future public contracts in Middletown. The UC asked defendant O'GRADY to "look out for our best interests." He explained, "When you're the mayor, you know, we're looking for [public contracts] under the emergency threshold."

8. Defendant RAYMOND O'GRADY thanked the UC for the payment and stated that he and the UC would "see how we can work out this partnership." When the UC said that he wished that his boss was there to shake defendant O'GRADY's hand personally, defendant O'GRADY stated, "They'll be plenty of opportunities, I'm sure."

9. On or about February 17, 2005, the UCs met with defendant RAYMOND O'GRADY at a restaurant in Freehold, New Jersey. At the meeting, defendant O'GRADY accepted another \$5,000 in cash in exchange for future work in Middletown. This meeting was recorded with the consent of the UCs via audio and video recording devices.